

Prepared Out of State.
Return to:

2010009285
EASEMENT WITH CONSIDERATION
RECORDING FEES \$26.00
STATE TAX \$689.00
COUNTY TAX \$291.50
PRESENTED & RECORDED:
10-29-2010 11:50 AM
LYNN W. LANCASTER
CLERK OF COURT
LAURENS COUNTY, SC
BY: ROSLYN JOHNSON CLERK
BK: D 997
PG: 38 - 59

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities: 801976
Street Address: 204 Sawmill Road
City: Gray Court
County: Laurens
State: South Carolina
Tax Map No.: 225-00-00-020

between

Crown Castle Towers 09 LLC,
a Delaware limited liability company ("Crown")

and

Michael T. Slay, an individual ("Grantor")

SC Gray Court CAC
BU 801976

**GRANT OF EASEMENT AND
ASSIGNMENT OF LEASE**

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made this 29 day of September, 2010, by and between Michael T. Slay, an individual, having a mailing address of 1540 Riddletown Road, Gray Court, South Carolina 29645 ("Grantor"), and Crown Castle Towers 09 LLC, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Crown").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Gray Court, County of Laurens, State of South Carolina, by grant or conveyance described in the Laurens County Clerk of Court's Office ("Clerk's Office") at Book 357, Page 128, Book 356, Page 135, Book 356, Page 4 and Book 334, Page 112. The description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Crown, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as an approximately 33,044 square feet parcel within Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown as the "Easement Area" in the survey attached hereto as Exhibit "B" and described as the "Easement Area" by metes and bounds in Exhibit "C" attached hereto. The Grantor also grants to Crown, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-

way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown as the "Access & Utility Easement" in the survey attached hereto as Exhibit "B" and described as the "Access & Utility Easement" by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event Crown or any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Crown, to Crown or at Crown's request, directly to a public utility, at no cost and in a location acceptable to Crown (the "Additional Access Easement"). For any such Additional Access Easement to be effective, such easement shall be recorded among the Clerk's Office. Also, Grantor hereby grants to Crown, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Crown's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Crown shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. Easement Area. The Easement Area shall be used for constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental

thereto for Crown's use and the use of its lessees, licensees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Crown's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Crown on the Easement Area. If requested by Crown, Grantor will execute, at Crown's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Crown in Crown's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Crown. In furtherance of the foregoing, Grantor hereby appoints Crown as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Perpetual Easement. This Easement and Crown's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. Purchase Price, Down Payment and Installment Payments. The purchase price for the rights and interest granted to Crown pursuant to this Easement is Two Hundred Sixty-Five Thousand Dollars (\$265,000.00) ("Purchase Price"). Upon full execution of this Easement by both parties, Crown shall pay to Grantor, in advance, interest that will accrue prior to the first Installment Payment (as defined below)

excluding any interest that will be included in the first Installment Payment (the "Prorated Interest"). The parties agree that the Prorated Interest shall be in the amount set forth on Exhibit "D". Thereafter, Crown shall pay the remainder of the Purchase Price in monthly installment payments (each an "Installment Payment") which includes interest on the balance of the Purchase Price at the annual interest rate set forth in Exhibit "D" (the "Interest Rate"). The due dates, amounts, number of Installment Payments, and allocation of principal and interest of each Installment Payment are set forth in the payment schedule in Exhibit "D". Crown shall have no right to pay off the balance of the Purchase Price earlier than as shown on Exhibit "D", except in the event Crown can no longer use the Easement Area for the Permitted Use due to a force majeure event or Crown has no lessees or licensees operating within the Easement Area, in which instances Crown shall have the right to pay off the remaining balance of the Purchase Price (the "Payoff Amount") at such time in accordance with the payment schedule in Exhibit "D", and upon payment of the Payoff Amount, no further Installment Payments (or interest) shall be due to Grantor. Grantor and Crown agree that all rights granted to Crown in this Easement shall be fully vested in Crown upon full execution of this Easement by both parties even though the Purchase Price will be paid in installments.

6. Hazardous Materials.

(A) Crown shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Crown shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any

and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on the Easement Area if caused by Crown or persons acting under Crown. Crown shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Crown's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(B) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Crown harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Materials on Grantor's Property unless caused by Crown or persons acting under Crown. Grantor shall execute such affidavits, representations and the like from time to time as Crown may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(C) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials.

"Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. Insurance. At all times, Crown, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Crown's business upon the Easement Area.

8. Security of Crown's Communications Facilities. Crown may construct a chain link or comparable fence around the perimeter of Crown's communications facilities.

9. Removal of Obstructions. Crown has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Crown's use of the Easement Area. Crown shall be responsible for disposing of any materials related to the removal of obstructions.

10. Assignment of Lease Agreement. The parties hereby

acknowledge that certain Lease Agreement dated November 13, 2000, by and between Crown Atlantic Company LLC, a Delaware limited liability company, as lessee, and Grantor, as lessor ("Lease Agreement"), as evidenced by that Memorandum of Lease Agreement recorded on December 1, 2000 in Book 524, Page 143 in the Clerk's Office. Grantor hereby assigns to Crown all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Crown.

11. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Crown shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Crown fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Crown's rights hereunder. If Crown fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Crown's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

12. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided Crown agrees to reimburse Grantor for any documented increase in real estate taxes levied against

Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide Crown any documentation evidencing the increase and how such increase is attributable to Crown's use. Crown reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Crown in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Crown may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Crown shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Crown pays the Delinquent Taxes until Grantor repays such sums due to Crown) and shall have a lien against Grantor's Property with respect thereto.

13. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

14. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Crown, Crown shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Crown's discretion to cure such violation

and charge Grantor with all reasonable costs and expenses incurred by Crown as a result of such violation (including, without limitation, Crown's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. Limitation on Damages. In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

16. Recording. Grantor acknowledges that Crown intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor agrees that Crown may remove Exhibit "D" to this Easement prior to recording. At Crown's option, instead of recording this Easement, Grantor and Crown will execute a memorandum of this Easement to be recorded with the appropriate recording officer.

17. Hold Harmless. Grantor hereby indemnifies, holds harmless, and agrees to defend Crown against all damages asserted against or incurred by Crown by reason of, or resulting from: (i) the breach by Grantor of, any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of Crown or its agents. Crown hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by Crown of

any representation, warranty, or covenant of Crown contained herein or (ii) any negligent act or omission of Crown, excepting however such damages as may be due to or caused by the acts of Grantor or its agents.

18. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Crown shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Crown's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

19. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), Crown and its lessees, licensees and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with Crown's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each

person having any interest therein derived through any owner thereof.

20. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to Crown.

21. Grantor's Property. Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Crown's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Crown from using the Easement Area for the uses intended by Crown.

22. Entire Agreement. Grantor and Crown agree that this Easement contains all of the agreements, promises and understandings between Grantor and Crown. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Crown in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective

unless made in writing and signed by the parties hereto.

23. Construction of Document. Grantor and Crown acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

24. Applicable Law. This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be Laurens County, State of South Carolina.

25. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor:
Michael T. Slay
1540 Riddletown Road
Gray Court, SC 29645

Crown:
Crown Castle Towers 09 LLC
c/o Crown Castle USA Inc.
E. Blake Hawk, General Counsel
Attn: Legal Department

2000 Corporate Drive
Canonsburg, PA 15317

26. Assignment. The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Crown has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, Crown has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any such sale, assignment, lease, license, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Crown sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Crown from any further liability or obligation accruing hereunder on or after the date of the assignment.

27. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

28. Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Crown's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Crown a non-disturbance

agreement for each such mortgage, in recordable form.

29. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Crown and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Crown's rights hereunder.

30. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

31. Default.

(A) **Notice of Default; Cure Period.** In the event that there is a default by Grantor or Crown (the "Defaulting Party") with respect to any of the provisions of this Easement or Grantor's or Crown's obligations under this Easement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have sixty (60) days in which to cure any default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure

period to cure any default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effectuate any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

(B) Consequences of Crown's Default. In the event that Grantor maintains any action or effectuates any remedies for default against Crown, resulting in Crown's dispossession or removal, (i) the Installment Payments shall be paid up to the date of such dispossession or removal and (ii) Grantor shall be entitled to recover from Crown, in lieu of any other damages, as liquidated, final damages, a sum equal to the next six months Installment Payments; however, Crown shall be relieved of any obligation to pay the remaining balance of the Purchase Price and Crown shall not owe any Installment Payments (or interest) due after the date of dispossession or removal. In no event shall Crown be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising out of any default.

(C) Consequences of Grantor's Default. In the event that Grantor is in default beyond the applicable periods set forth above, Crown may, at its option, (i) terminate this Easement and be relieved of paying the remaining balance of the Purchase Price and performing all other obligations under this Easement, (ii) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or (iii) perform the obligation(s) of Grantor specified in the default notice, in which case any

expenditures reasonably made by Crown in so doing shall be deemed paid for the account of Grantor, and Grantor agrees to reimburse Crown for said expenditures upon demand or Crown may elect to offset from the Installments Payments any amount reasonably expended by Crown as a result of such default.

32. IRS Form W-9. Grantor agrees to provide Crown with a completed IRS Form W-9 or its equivalent (the "W-9 Form") upon execution of this Easement and at such other times as may be reasonably requested by Crown. Grantor's failure to provide the W-9 Form within thirty (30) days after Crown's request shall be considered a default and Crown may take any action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from the Installment Payments. In the event the Grantor's Property is transferred, the successor in interest to Grantor's rights under this Easement (the "Successor Grantor") shall have a duty to provide Crown with a deed evidencing the transfer of the Grantor's Property, a completed W-9 Form signed by the Successor Grantor, and other related paperwork requested by Crown (the "Transfer Documents") in order to effectuate a transfer in the payment of Installment Payments from Grantor to the Successor Grantor. Crown shall have no obligation to pay Installment Payments to the Successor Grantor until Crown receives the Transfer Documents.

33. Crown's Right To Terminate. In the event that the Lease Agreement expires or terminates for any reason, Crown shall have the unilateral right, but not the obligation, to terminate this Easement. Upon termination of this Easement, (i) Grantor may retain the Down Payment, the Prorated Interest, and any Installment Payments paid to Grantor prior to such

termination, (ii) Crown shall be relieved of any obligation to pay the remaining balance of the Purchase Price, and Crown shall not owe any Installment Payments (or interest) due after the date of termination, and (iii) the parties shall have no further obligations to each other; provided, however, that Crown shall, within a reasonable time,

remove all of its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted. Said termination shall be effective upon Crown providing written notice of termination to Grantor.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and Crown, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease under seal as of the day and year first written above.

Signed Sealed and Delivered
in the Presence of:

[Signature]
Witness #1

Susan M Hodges
Witness #2

Grantor:

Michael T Slay (SEAL)
Michael T. Slay

STATE OF SC)
COUNTY OF LAURENS)

ACKNOWLEDGMENT

I, Susan M Hodges, Notary Public for the State
of South Carolina, do hereby certify that the above-
named Michael T. Slay personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the 29th day of Sept, 2010.

Susan M Hodges
Notary Public
My Commission Expires: 1-24-13

[AFFIX SEAL]

IN WITNESS WHEREOF, Grantor and Crown, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement and Assignment of Lease under seal as of the day and year first written above.

Signed Sealed and Delivered
in the Presence of:

[Signature]
Witness #1

[Signature]
Witness #2

Crown:

Crown Castle Towers 09 LLC,
a Delaware limited liability company

By: [Signature] (SEAL)

Print Name: R. Christopher Mooney

Title: Director - Land Acquisition Operations

STATE OF Texas)
COUNTY OF Dan)

ACKNOWLEDGMENT

I, Tara Groda, Notary Public for the State
of Texas, do hereby certify that the above-
named R. Christopher Mooney [name], Dir. Land Acq Ops [title] of Crown
Castle Towers 09 LLC, a Delaware limited liability company, personally appeared before me
this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 30 day of September 2010.



[AFFIX SEAL]

[Signature]
Notary Public
My Commission Expires: 2/16/2014

EXHIBIT A**GRANTOR'S PROPERTY**

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the County of Laurens, State of South Carolina, near Barksdale, on the north side of S-30-110 (Sawmill Road), containing 37.26 acres, more or less, and being more fully shown and delineated on a plat prepared for Michael T. Slay by S. Clay Rykard, RLS, dated May 25, 1995 and recorded in Plat Cabinet A, Slide 98, page 6, in the Office of the Clerk of Court for Laurens County.

This is a portion of the property conveyed to Thomas W. Barksdale, Jr. and Ruby R. Barksdale by deed of Aileen B. Cabler, et al., recorded on January 6, 1978 in Deed Book 215, page 340, in the Office of the Clerk of Court for Laurens County. Ruby R. Barksdale died testate, a resident of Laurens County, on November 1, 1980, and her records may be found in File #1031/49 in the Office of the Probate Court for Laurens County.

EXHIBIT B
SURVEY
[Attached Hereto]

SC Gray Court CAC
BU 801976

LINE	BEARING	DISTANCE
L1	S 17°53'51" W	25.08'
L2	N 72°06'09" W	72.83'
L3	N 31°43'08" W	30.00'
L4	S 72°08'09" E	16.24'
L5	N 88°15'05" E	30.00'
L6	S 72°08'09" E	51.90'
L7	S 17°53'51" W	43.83'
L8	S 28°12'12" W	30.00'

Thomas W. Barksdale, Jr.
Parcel No.: 225-00-00-007

PARENT PARCEL

VESTED IN:

Michael T. Slay

Book: 357, Page 128

Book 35b, page 135
Book 356, page 4

Book 334, page 112

Id No.: 225-00-00-020

L.B. Stoddard
Book: 228, Page 185
Parcel No.: 225-00-00-0

L.B. Stoddard
Book: 168, Page 448
Parcel No.: 225-00-00-004

American Farm Properties, Inc.
Book: 909, Page 226
Parcel No.: 225-00-00-037

American Farm Properties, Inc.
Book: 530, Page 221
Parcel No.: 225-00-00-036

Eugene Booser
Book: 942, Page 313
Parcel No.: 225-00-00-035

Judith A. & Robert N. Ault
Book: 862, Page 260
Parcel No.: 225-00-00-034

Donna Wilson
Book: 602, Page 14
Parcel No.: 225-00-00-033

AS-BUILT SURVEY
204 Sawmill Road
Gray Court, SC 29645

Millman Surveying, Inc.
1742 Georgetown Road, Suite H
Hudson, Ohio 44236
Phone: (800) 520-1010
www.millmansurveying.com

Drawn By: DPD	Project Manager: MR
Date: 7/25/10	Scale: 1"=200'
Checked: JMM	Sheet: 2 of 4

MSB Project No. 20349

**MCROWN
CASTLE**
BUN NO: 801976
SITE NAME: SC GRAY COURT CAC

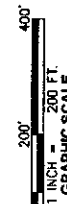


EXHIBIT C**EASEMENT AREA AND ACCESS EASEMENT****Page 1 of 2****EASEMENT AREA**

An easement area situated in Laurens County, South Carolina, and know as being a 33,044 sq.ft. easement area over and upon the lands described in deed to Michael T. Slay, by Deed Book 357, Page 128, Book 356, Page 135, Book 356, Page 4 and Book 334, Page 112 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a known marker and being the eastern most property corner; Thence S 80°15'17" W, a distance of 499.42 feet to the easement area most southern point and place of beginning.

Thence, North 61°47'48" West, a distance of 253.93 feet, to a point;
Thence, South 17°53'51" West, a distance of 25.68 feet, to a point;
Thence, North 72°06'09" West, a distance of 72.83 feet, to a point;
Thence, South 58°16'55" West, a distance of 265.78 feet, to a point;
Thence, North 31°43'05" West, a distance of 30.00 feet, to a point;
Thence, North 58°16'55" East, a distance of 259.13 feet, to a point;
Thence, North 17°53'51" East, a distance of 85.63 feet, to an Iron Rod found;
Thence, South 72°06'09" East, a distance of 16.24 feet, to a point;
Thence, North 01°44'55" West, a distance of 250.18 feet, to a point;
Thence, North 88°15'05" East, a distance of 30.00 feet, to a point;
Thence, South 01°44'55" East, a distance of 260.89 feet, to a point;
Thence, South 72°06'09" East, a distance of 51.90 feet, to an Iron Rod found;
Thence, South 17°53'51" West, a distance of 43.83 feet, to a point;
Thence, South 61°47'48" East, a distance of 259.39 feet, to a point;
Thence, South 28°12'12" West, a distance of 30.00 feet, to the place of beginning. Said lease premises encumbering 33,044 square feet (0.759 acres), more or less.

Together with:

ACCESS & UTILITY EASEMENT

An access & utility easement area situated in Laurens County, South Carolina, and know as being a 14,005 sq.ft. easement area over and upon the lands described in deed to Michael T. Slay, by Deed Book 357, Page 128 Book 356, Page 135, Book 356, Page 4 and Book 334, Page 112 of the aforesaid County Records of Deeds and being more particularly described by metes and bounds as follows;

Commencing at a known marker and being the eastern most property corner; Thence S 47°44'09" W, a distance of 112.89 feet to the easement area most southern point and place of beginning.

SC Gray Court CAC
BU 801976

EXHIBIT C**EASEMENT AREA AND ACCESS EASEMENT****Page 2 of 2**

Thence, South 47°44'09" West, a distance of 20.99 feet, to a point;
Thence, North 59°53'23" West, a distance of 26.99 feet, to a point;
Thence, North 52°04'26" West, a distance of 43.43 feet, to a point;
Thence, North 32°49'37" West, a distance of 88.87 feet, to a point;
Thence, North 64°20'47" West, a distance of 32.76 feet, to a point;
Thence, South 84°35'42" West, a distance of 39.37 feet, to a point;
Thence, North 62°24'29" West, a distance of 109.29 feet, to a point;
Thence, South 77°59'26" West, a distance of 41.32 feet, to a point;
Thence, North 89°19'59" West, a distance of 51.80 feet, to a point;
Thence, North 73°19'29" West, a distance of 136.08 feet, to a point;
Thence, North 61°47'48" West, a distance of 90.25 feet, to a point;
Thence, North 17°53'51" East, a distance of 20.33 feet, to a point;
Thence, South 61°47'48" East, a distance of 91.87 feet, to a point;
Thence, South 89°19'59" East, a distance of 46.77 feet, to a point;
Thence, South 73°19'29" East, a distance of 131.25 feet, to a point;
Thence, North 77°59'26" East, a distance of 36.36 feet, to a point;
Thence, North 62°24'29" East, a distance of 110.47 feet, to a point;
Thence, North 84°35'42" East, a distance of 46.01 feet, to a point;
Thence, South 79°55'42" East, a distance of 40.06 feet, to a point;
Thence, South 64°20'47" East, a distance of 41.14 feet, to a point;
Thence, South 32°49'37" East, a distance of 91.13 feet, to a point;
Thence, South 52°04'26" East, a distance of 38.67 feet, to a point;
Thence, South 59°53'23" East, a distance of 31.98 feet, to the place of beginning. Said access & utility easement encumbering 14,005 square feet (0.322 acres), more or less.

EXHIBIT D
PAYMENT SCHEDULE

SC Gray Court CAC
BU 801976

Business Unit Number: 801976

Date of full execution of Easement: 9/30/2010
120 consecutive monthly Installment Payments
Interest Rate: 5.0%
Purchase Price \$265,000.00
Down Payment (paid at closing) \$0.00
Prorated Interest (paid at closing) \$1,125.34
Payoff Amount after Down Payment and prior to first Installment Payment \$265,000.00

#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current Installment Payment
1	12/1/10	\$1,706.57	\$1,104.17	\$2,810.74	\$263,293.43
2	1/1/11	\$1,713.68	\$1,097.06	\$2,810.74	\$261,579.75
3	2/1/11	\$1,720.82	\$1,089.92	\$2,810.74	\$259,858.93
4	3/1/11	\$1,727.99	\$1,082.75	\$2,810.74	\$258,130.94
5	4/1/11	\$1,735.19	\$1,075.55	\$2,810.74	\$256,395.75
6	5/1/11	\$1,742.42	\$1,068.32	\$2,810.74	\$254,653.33
7	6/1/11	\$1,749.68	\$1,061.06	\$2,810.74	\$252,903.65
8	7/1/11	\$1,756.97	\$1,053.77	\$2,810.74	\$251,146.68
9	8/1/11	\$1,764.30	\$1,046.44	\$2,810.74	\$249,382.38
10	9/1/11	\$1,771.65	\$1,039.09	\$2,810.74	\$247,610.73
11	10/1/11	\$1,779.03	\$1,031.71	\$2,810.74	\$245,831.70
12	11/1/11	\$1,786.44	\$1,024.30	\$2,810.74	\$244,045.26
13	12/1/11	\$1,793.88	\$1,016.86	\$2,810.74	\$242,251.38
14	1/1/12	\$1,801.36	\$1,009.38	\$2,810.74	\$240,450.02
15	2/1/12	\$1,808.86	\$1,001.88	\$2,810.74	\$238,641.16
16	3/1/12	\$1,816.40	\$994.34	\$2,810.74	\$236,824.76
17	4/1/12	\$1,823.97	\$986.77	\$2,810.74	\$235,000.79
18	5/1/12	\$1,831.57	\$979.17	\$2,810.74	\$233,169.22
19	6/1/12	\$1,839.20	\$971.54	\$2,810.74	\$231,330.02
20	7/1/12	\$1,846.86	\$963.88	\$2,810.74	\$229,483.16
21	8/1/12	\$1,854.56	\$956.18	\$2,810.74	\$227,628.60
22	9/1/12	\$1,862.29	\$948.45	\$2,810.74	\$225,766.31
23	10/1/12	\$1,870.05	\$940.69	\$2,810.74	\$223,896.26
24	11/1/12	\$1,877.84	\$932.90	\$2,810.74	\$222,018.42
25	12/1/12	\$1,885.66	\$925.08	\$2,810.74	\$220,132.76
26	1/1/13	\$1,893.52	\$917.22	\$2,810.74	\$218,239.24
27	2/1/13	\$1,901.41	\$909.33	\$2,810.74	\$216,337.83
28	3/1/13	\$1,909.33	\$901.41	\$2,810.74	\$214,428.50
29	4/1/13	\$1,917.29	\$893.45	\$2,810.74	\$212,511.21
30	5/1/13	\$1,925.28	\$885.46	\$2,810.74	\$210,585.93
31	6/1/13	\$1,933.30	\$877.44	\$2,810.74	\$208,652.63
32	7/1/13	\$1,941.35	\$869.39	\$2,810.74	\$206,711.28
33	8/1/13	\$1,949.44	\$861.30	\$2,810.74	\$204,761.84
34	9/1/13	\$1,957.57	\$853.17	\$2,810.74	\$202,804.27
35	10/1/13	\$1,965.72	\$845.02	\$2,810.74	\$200,838.55
36	11/1/13	\$1,973.91	\$836.83	\$2,810.74	\$198,864.64
37	12/1/13	\$1,982.14	\$828.60	\$2,810.74	\$196,882.50
38	1/1/14	\$1,990.40	\$820.34	\$2,810.74	\$194,892.10
39	2/1/14	\$1,998.69	\$812.05	\$2,810.74	\$192,893.41
40	3/1/14	\$2,007.02	\$803.72	\$2,810.74	\$190,886.39
41	4/1/14	\$2,015.38	\$795.36	\$2,810.74	\$188,871.01
42	5/1/14	\$2,023.78	\$786.96	\$2,810.74	\$186,847.23
43	6/1/14	\$2,032.21	\$778.53	\$2,810.74	\$184,815.02
44	7/1/14	\$2,040.68	\$770.06	\$2,810.74	\$182,774.34
45	8/1/14	\$2,049.18	\$761.56	\$2,810.74	\$180,725.16
46	9/1/14	\$2,057.72	\$753.02	\$2,810.74	\$178,667.44
47	10/1/14	\$2,066.29	\$744.45	\$2,810.74	\$176,601.15
48	11/1/14	\$2,074.90	\$735.84	\$2,810.74	\$174,526.25
49	12/1/14	\$2,083.55	\$727.19	\$2,810.74	\$172,442.70
50	1/1/15	\$2,092.23	\$718.51	\$2,810.74	\$170,350.47
51	2/1/15	\$2,100.95	\$709.79	\$2,810.74	\$168,249.52
52	3/1/15	\$2,109.70	\$701.04	\$2,810.74	\$166,139.82
53	4/1/15	\$2,118.49	\$692.25	\$2,810.74	\$164,021.33
54	5/1/15	\$2,127.32	\$683.42	\$2,810.74	\$161,894.01
55	6/1/15	\$2,136.18	\$674.56	\$2,810.74	\$159,757.83
56	7/1/15	\$2,145.08	\$665.66	\$2,810.74	\$157,612.75
57	8/1/15	\$2,154.02	\$656.72	\$2,810.74	\$155,458.73
58	9/1/15	\$2,163.00	\$647.74	\$2,810.74	\$153,295.73
59	10/1/15	\$2,172.01	\$638.73	\$2,810.74	\$151,123.72
60	11/1/15	\$2,181.06	\$629.68	\$2,810.74	\$148,942.66

#	Installment Payment due date	principal	interest	Installment Payment	Payoff Amount after current Installment Payment
61	12/1/15	\$2,190.15	\$620.59	\$2,810.74	\$146,752.51
62	1/1/16	\$2,199.27	\$611.47	\$2,810.74	\$144,553.24
63	2/1/16	\$2,208.43	\$602.31	\$2,810.74	\$142,344.81
64	3/1/16	\$2,217.64	\$593.10	\$2,810.74	\$140,127.17
65	4/1/16	\$2,226.88	\$583.86	\$2,810.74	\$137,900.29
66	5/1/16	\$2,236.16	\$574.58	\$2,810.74	\$135,664.13
67	6/1/16	\$2,245.47	\$565.27	\$2,810.74	\$133,418.66
68	7/1/16	\$2,254.83	\$555.91	\$2,810.74	\$131,163.83
69	8/1/16	\$2,264.22	\$546.52	\$2,810.74	\$128,899.61
70	9/1/16	\$2,273.66	\$537.08	\$2,810.74	\$126,625.95
71	10/1/16	\$2,283.13	\$527.61	\$2,810.74	\$124,342.82
72	11/1/16	\$2,292.64	\$518.10	\$2,810.74	\$122,050.18
73	12/1/16	\$2,302.20	\$508.54	\$2,810.74	\$119,747.98
74	1/1/17	\$2,311.79	\$498.95	\$2,810.74	\$117,436.19
75	2/1/17	\$2,321.42	\$489.32	\$2,810.74	\$115,114.77
76	3/1/17	\$2,331.10	\$479.64	\$2,810.74	\$112,783.67
77	4/1/17	\$2,340.81	\$469.93	\$2,810.74	\$110,442.86
78	5/1/17	\$2,350.56	\$460.18	\$2,810.74	\$108,092.30
79	6/1/17	\$2,360.36	\$450.38	\$2,810.74	\$105,731.94
80	7/1/17	\$2,370.19	\$440.55	\$2,810.74	\$103,361.75
81	8/1/17	\$2,380.07	\$430.67	\$2,810.74	\$100,981.68
82	9/1/17	\$2,389.98	\$420.76	\$2,810.74	\$98,591.70
83	10/1/17	\$2,399.94	\$410.80	\$2,810.74	\$96,191.76
84	11/1/17	\$2,409.94	\$400.80	\$2,810.74	\$93,781.82
85	12/1/17	\$2,419.98	\$390.76	\$2,810.74	\$91,361.84
86	1/1/18	\$2,430.07	\$380.67	\$2,810.74	\$88,931.77
87	2/1/18	\$2,440.19	\$370.55	\$2,810.74	\$86,491.58
88	3/1/18	\$2,450.36	\$360.38	\$2,810.74	\$84,041.22
89	4/1/18	\$2,460.57	\$350.17	\$2,810.74	\$81,580.65
90	5/1/18	\$2,470.82	\$339.92	\$2,810.74	\$79,109.83
91	6/1/18	\$2,481.12	\$329.62	\$2,810.74	\$76,628.71
92	7/1/18	\$2,491.45	\$319.29	\$2,810.74	\$74,137.26
93	8/1/18	\$2,501.83	\$308.91	\$2,810.74	\$71,635.43
94	9/1/18	\$2,512.26	\$298.48	\$2,810.74	\$69,123.17
95	10/1/18	\$2,522.73	\$288.01	\$2,810.74	\$66,600.44
96	11/1/18	\$2,533.24	\$277.50	\$2,810.74	\$64,067.20
97	12/1/18	\$2,543.79	\$266.95	\$2,810.74	\$61,523.41
98	1/1/19	\$2,554.39	\$256.35	\$2,810.74	\$58,969.02
99	2/1/19	\$2,565.04	\$245.70	\$2,810.74	\$56,403.98
100	3/1/19	\$2,575.72	\$235.02	\$2,810.74	\$53,828.26
101	4/1/19	\$2,586.46	\$224.28	\$2,810.74	\$51,241.80
102	5/1/19	\$2,597.23	\$213.51	\$2,810.74	\$48,644.57
103	6/1/19	\$2,608.05	\$202.69	\$2,810.74	\$46,036.52
104	7/1/19	\$2,618.92	\$191.82	\$2,810.74	\$43,417.60
105	8/1/19	\$2,629.83	\$180.91	\$2,810.74	\$40,787.77
106	9/1/19	\$2,640.79	\$169.95	\$2,810.74	\$38,146.98
107	10/1/19	\$2,651.79	\$158.95	\$2,810.74	\$35,495.19
108	11/1/19	\$2,662.84	\$147.90	\$2,810.74	\$32,832.35
109	12/1/19	\$2,673.94	\$136.80	\$2,810.74	\$30,158.41
110	1/1/20	\$2,685.08	\$125.66	\$2,810.74	\$27,473.33
111	2/1/20	\$2,696.27	\$114.47	\$2,810.74	\$24,777.06
112	3/1/20	\$2,707.50	\$103.24	\$2,810.74	\$22,069.56
113	4/1/20	\$2,718.78	\$91.96	\$2,810.74	\$19,350.78
114	5/1/20	\$2,730.11	\$80.63	\$2,810.74	\$16,620.67
115	6/1/20	\$2,741.49	\$69.25	\$2,810.74	\$13,879.18
116	7/1/20	\$2,752.91	\$57.83	\$2,810.74	\$11,126.27
117	8/1/20	\$2,764.38	\$46.36	\$2,810.74	\$8,361.89
118	9/1/20	\$2,775.90	\$34.84	\$2,810.74	\$5,585.99
119	10/1/20	\$2,787.47	\$23.27	\$2,810.74	\$2,798.52
120	11/1/20	\$2,798.52	\$11.66	\$2,810.18	\$0.00

STATE OF SOUTH CAROLINA)
COUNTY OF _____) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information concerning the new exemption numbers (Senate Bill 564 – June 10, 1997), and I understand this information.

2. The property being transferred is located at 204 Sawmill Rd., Gray Court, SC 29360 bearing Laurens County Tax Map Number 22.5-00-00-020, was transferred by Michael T. Slay to Crown Castle Towers 09, LLC on 9/30/10.

3. The deed is NOT EXEMPT from the deed recording fees, and the FAIR MARKET VALUE IS 265,000.00.

4. The deed is exempt from the deed recording fee because (use new exemption number and explain reason for exemption):

EXEMPTION # _____ (See new exemption number on enclosed sheet) AND
EXPLANATION FOR EXEMPTION _____

5. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: () grantor, () grantee, () attorney, (x) other (state connection) Escrow Office

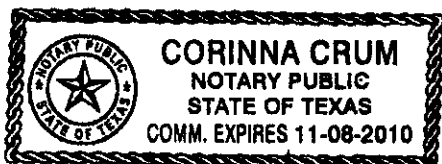
6. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand (\$1,000.00) or imprisoned for more than one year, or both

[Signature]
Responsible Person Connected with the Transaction (see #5)

SWORN to before me this 30
day of September, 20 10.
Notary Public for _____
My Commission Expires: 11/8/10

Leota Pilgrim
Print or Type Name Here

Corinna Crum



INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-10(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may reserve deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings.
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty.
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.